IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO.342 OF 2001

Gujarat Industrial Investment Corporation Ltd.).. Petitioner

Versus

M/s.Non-Woven (I) Pvt. Ltd.).. Respondent

Ms.Bindi Desai i/b.Shah & Sanghvi for the Petitioner.

None present for the Respondent.

CORAM: SMT.NISHITA MHATRE, J.

DATED: 25TH NOVEMBER 2005

P.C.:

. The Petitioner loaned an amount of Rs.1,50,00,000/- to M/s.Daga Fibers & Synthetics Ltd. The agreement to grant of a term loan/financial assistance indicates that the Respondent Company executed a corporate guarantee in favour of the Petitioner. On 7th October 1994, the Company among others executed a joint and several guarantee in the sum of Rs.1,50,00,000/- in favour of the petitioner for the benefit of M/s.Daga Fibers & Synthetics Ltd.

2. M/s.Daga Fibers & Synthetics Ltd. failed and neglected to pay the principal amount as well as the interest on the loan aggregating to Rs.3,09,44,827/-. The guarantee executed by the Respondent Company in favour of the Petitioner was invoked. However, no

payment was forth coming from the Respondent Company.

3. A statutory notice was issued on 6th December 2000 indicating that an amount of Rs.3,09,44,827/- was payable by the guarantor M/s.Non-Woven (I) Pvt. Ltd. There was no reply to this notice which was served both on the old as well as new registered address. At the time when the Petition was admitted, an advertisement was directed to be issued in the local newspapers and the Maharashtra Government Gazette. Accordingly, the Petition has been advertised.

4. Nobody appears for the Respondent Company. The claim is undisputed. Hence, the Petition allowed in terms of prayer clauses (a) and (b).